

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI

ARC CONTROLS, INC.

VERSUS

CASE NO. 1:19-cv-00391-LG-RHW

M/V NOR GOLIATH., *In Rem*, and
GOLIATH OFFSHORE HOLDINGS
PTE.LTD, *In Personam*

VERIFIED COMPLAINT IN INTERVENTION

The Verified Complaint of plaintiff-in-intervention, MARMAC, LLC, a Louisiana limited liability company doing business as McDonough Marine Service (“MARMAC”) against M/V NOR GOLIATH, her engines, tackle, and appurtenances, *in rem*, in causes of breach of maritime contract and foreclosure of maritime liens, respectfully represents as follows:

Jurisdiction

1.

This is an admiralty and maritime claim within the meaning of 28 U.S.C. §1333, Rule 9 (h) of the Federal Rules of Civil Procedure, and the Federal Maritime Lien Act, 46 U.S.C. §31301, *et seq.* MARMAC is entitled to intervene as of right according to Rule 24(a) of the Federal Rules of Civil Procedure.

Parties

2.

Plaintiff-Intervenor, MARMAC, is a limited liability company organized and existing under the laws of the State of Louisiana doing business as McDonough Marine Service. Its principal place of business is in Jefferson Parish, Louisiana. MARMAC owns and

operates a very specialized barge chartering business within this District and it furnished pre-arrest necessities to the vessel now within this District.

3.

M/V NOR GOLIATH (hereinafter the “GOLIATH”) is a 180-meter long steel hulled industrial crane vessel registered in the Marshall Islands bearing IMO Registration No. 9396933 that is now or will be during this action within this District and the jurisdiction of this Court.

Facts

4.

At the request of Epic Companies, LLC (“EPIC”) and/or the owner or charterer of the GOLIATH or its authorized agent, MARMAC provided necessities (barges) to the GOLIATH commencing May 6, 2019. Specifically, MARMAC, as owner of Barges MARMAC 32 and MARMAC 261, chartered such barges to EPIC pursuant to a Universal Blanket Barge Bareboat Charter Agreement and Charter Orders (collectively “charter documents”). Copies of the charter documents are attached hereto as Exhibit A; copies of MARMAC’s supporting invoices in the principal amount of \$182,000.00 are attached and incorporated as Exhibit B. MARMAC reserves the right to amend and supplement its claim to include additional ongoing and accruing amounts.

5.

The foregoing pre-arrest goods and services provided by MARMAC to the GOLIATH were necessary for the operations of the vessel in its ordinary trade, and have a fair market value in the total principal amount of \$182,000.00 (exclusive of interest, costs, and attorney’s fees), none of which has been paid despite amicable demand.

6.

EPIC has failed to make payments to MARMAC for such goods and services.

7.

As shown by the attached Verifying Affidavit, the foregoing allegations are true and correct and within the admiralty jurisdiction of this Court.

8.

Pursuant to the general maritime law and the Federal Maritime Lien Act, MARMAC has one or more maritime liens against the GOLIATH totaling \$182,000.00, plus additional ongoing and accruing amounts due, pre-judgment and post-judgment interest, costs, attorney's fees, and collection expenses.

9.

Pursuant to the provisions of the Federal Maritime Lien Act, MARMAC is entitled to have this Court recognize its lien(s) against the GOLIATH and is entitled additionally to judgment against the vessel in the full amount of its claims, plus interest, costs and attorney's fees.

10.

As a result of EPIC's refusal to pay MARMAC the sums owed as aforementioned, MARMAC is entitled to judgment against the M/V NOR GOLIATH in the amount of its claims, plus attorney's fees, interest and costs; her engines, tackle and apparel, and to have the M/V NOR GOLIATH seized and sold by the United States Marshal or other person authorized by the Court to satisfy these claims and said liens asserted herein by MARMAC. MARMAC further avers that it is entitled to the first monies received from said

seizure and sale following satisfaction of the expenses of the legal administration of the vessel while *in custodia legis*.

WHEREFORE, Intervenor, MARMAC, LLC, prays that citation be issued and served upon the M/V NOR GOLIATH, her engines, tackle and apparel, in the form and manner prescribed by law and that, all persons claiming interest in said vessel may be cited to appear and answer the matters aforesaid, and that, after due proceedings are had, judgment be entered against the M/V NOR GOLIATH and in favor of MARMAC, LLC in the sum of \$182,000.00 and all additional sums due, plus interest, costs and attorney's fees.

MARMAC further prays that the M/V NOR GOLIATH, her engines, tackle and apparel, be seized, condemned and sold to pay such sums, and for such other general and equitable relief as this Honorable Court deems proper.

Respectfully submitted:

s/André J. Mouledoux

ANDRÉ J. MOULEDOUX (PHV)

TREVOR M. CUTAIAR (PHV)

GERARD J. DRAGNA (MS Bar #104083)

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CERTIFICATE OF SERVICE

I hereby certify that on July 19, 2019, I electronically filed the foregoing with the Clerk of Court by using CM/ECF system which will send a notice of electronic filing to all CM/ECF participants.

I further certify that I mailed the foregoing document and the notice of electronic filing by first class mail to the following non-CM/ECF participants: None.

s/André J. Mouledoux